

## **EXHIBIT A**

**Henkel** **LOCTITE**

June 6, 2002

Mr. Mark Moosbrugger  
Senior Buyer  
Delphi Corporation  
Energy and Chassis Systems Division  
200 Forrer Boulevard  
Kettering, OH 45420

**Loctite Electronics**  
Henkel Loctite Corporation  
211 Franklin Street  
Olean, NY 14760  
Phone 716.372.6300  
Fax 716.372.6864  
tom.simon@loctite.com  
www.loctite.com  
**Thomas Simon**  
Product Manager  
Electronic and Electrical  
Products

**PRICING AGREEMENT**

Dear Mark:

It has been said that from the hottest crucible comes the strongest steel, and we certainly believe that our partnership has indeed been strengthened by the discussions and negotiations held over the past several months. Delphi Corporation is a very important customer to Henkel Loctite and we welcome the opportunity to continue supplying you with quality Loctite Hysol epoxy potting compounds for your ignition coils.

Don Hickson has completed negotiations with you and I would like to confirm the specific items for the record so that the necessary contracts may be generated by Delphi for continuing business. Following are the specifics for the contract generation:

1. The current contracts in place with Delphi Corporation for ignition coil potting material will be declared completed as of June 30, 2002.
2. New contracts will need to be issued by Delphi Purchasing, effective July 1, 2002, for continuing business.
3. All new prices are effective July 1, 2002 and are in U.S. (\$) dollars per pound.
4. All prices are FCA Olean, New York, freight collect.
5. The prices for the Loctite Hysol ES0510 are based on a three-year sole source contract.
6. The prices for the Loctite Hysol ES0505 are based on a three-year sole source contract.
7. The prices for the Loctite Hysol ES0506 are based on a three-year contract.
8. The first year of the three-year period will begin on July 1, 2002 and end June 30, 2003.
9. The second year of the three-year period will begin on July 1, 2003 and end June 30, 2004.
10. The third year of the three-year period will begin on July 1, 2004 and run through June 30, 2005.
11. The reference base prices are as follows:

<u>Product</u>	<u>Current</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
ES0510	\$1.08	\$1.05	\$1.03	\$1.02
ES0505	\$1.47	\$1.41	\$1.37	\$1.34
ES0506	\$2.20	\$2.09	\$2.01	\$1.95

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Delphi Corporation – Mark Moosbrugger

June 6, 2002

12. The reference base prices are for returnable IBC (intermediate bulk container) totes owned and maintained by Delphi. Packaging surcharges will be added for other types of packaging.
13. The surcharges are as follows:
  - a. 55-gallon drum packaging (non-returnable) is available at a surcharge of \$0.10 over base.
  - b. 30-gallon drum packaging (non-returnable) is available at a surcharge of \$0.15 over base.
  - c. 5-gallon pail packaging (non-returnable) is available at a surcharge of \$0.20 over base.
  - d. 1-gallon can packaging (non-returnable) is available at a surcharge of \$0.30 over base.
14. Packaging surcharges on other or alternate container packaging/sizes, as may be appropriate or required for local or regional supply, are subject to negotiation when required.
15. The prices for year one of the contract period are offered retroactive from June 30, 2002 to January 1, 2002. The difference between the billed price and the new price will be credited against account to be paid via trade of goods (corresponding equivalent amount of epoxy material).
16. Delphi agrees to allow Henkel Loctite the opportunity to participate in any ongoing or future development programs for alternative epoxy potting materials for ignition coils. Current programs include alternatives to the existing ES0506 material (M4711/M4712) or for the "pencil" coil application.
17. Henkel Loctite will bill Delphi for problem-solving time not related to confirmed product quality issues.
18. Payment terms for all transactions, with payment via electronic transfer of funds, are net 30 days from bill of lading.
19. The shelf-life of all currently supplied products included in this pricing agreement is twelve (12) months from the date of manufacture when packaging is unopened and stored between 15°C-25°C.
20. Delphi agrees to provide accurate 1-year requirement forecasts on a quarterly basis. Significant forecast changes are to be shared promptly.
21. Henkel Loctite's Terms and Conditions apply. A copy of this is included with this letter.
22. The following reference is offered for information:

Delphi Drawing

Loctite Hysol Product

M4701	ES0500LC (ES0510) Part B
M4702	ES0500LC (ES0510) Part A
M4704	ES0505 Part A
M4705	ES0505 Part B
M4711	ES0506 Part A
M4712	ES0506 Part B

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Delphi Corporation – Mark Moosbrugger  
June 6, 2002

Mark – Please feel free to contact Don Hickson or myself if you have any questions or require any further information. We certainly thank you for your current business and look forward to the future with Delphi Corporation.

Please sign a copy of this agreement and return it to me for my files. Thank you.

Sincerely,

Thomas Simon  
Product Manager  
Electronic and Electrical Products

Enclosure – Terms and Conditions

**Accepted By: DELPHI CORPORATION**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

***ADDENDUM - TERMS AND CONDITIONS***

1. HENKEL LOCTITE CORPORATION does not accept any terms and conditions other than those set forth on the Acknowledgment, except as the same may be contained in any existing written contract between Buyer and HENKEL LOCTITE CORPORATION covering the material delivered hereunder. In the event such a written contract exists and its terms conflict with those set forth on the Acknowledgment, then to the extent of such conflict the terms of such written contract shall be deemed to control.
2. HENKEL LOCTITE CORPORATION'S acceptance of Buyer's order is conditional on Buyer's assent to the terms of the Acknowledgment.
3. Acceptance of delivery without prior objection to the terms of the Acknowledgment shall constitute such assent.
4. The Acknowledgment price is F.O.B. shipping point. Prices are subject to change without notice at any time prior to shipment.
5. The laws of the State of California shall be deemed applicable to all aspects of the transaction covering the material delivered hereunder.
6. HENKEL LOCTITE CORPORATION warrants that the material described herein and delivered hereunder meets LOCTITE CORPORATION'S standard specifications for the same. The foregoing warranty is exclusive and is in lieu of all other warranties, express or implied, excluding thereby among others the warranty of merchantability and the warranty of fitness for a particular purpose.
7. Buyer assumes all risk and liability for the results obtained by the use of any material delivered hereunder in manufacturing processes of Buyer or in combination with other substances.
8. Buyer will be deemed to have accepted the material delivered hereunder if Buyer fails to notify HENKEL LOCTITE CORPORATION of any defect in such material within 30 days after Buyer's receipt thereof.
9. If Buyer receives material that is considered below standard, Buyer shall:
  - a) report the condition immediately and in writing so that the material can be inspected prior to its use and, when possible, claim must be reported before the material is converted from the form in which it was shipped;
  - b) report the identifying code marks on the outside of the package or on the core labels;
  - c) notify HENKEL LOCTITE CORPORATION to obtain permission before returning a material.
10. The total liability of HENKEL LOCTITE CORPORATION on any claim, including any claim of incidental and/or consequential damages, shall not in any event exceed the price paid to HENKEL LOCTITE CORPORATION for the material of which such claim is made.
11. Title possession and risk of loss pass to Buyer at shipping point unless specifically noted otherwise on the face of the Acknowledge HENKEL LOCTITE CORPORATION represent that, with respect to the production of the articles and/or the performance of the services covered by this invoice, it has fully complied with the applicable requirements of the Fair Labor Standards Act of 1938, as amended, or any Regulations or Orders issued pursuant thereto.



July 29th, 2005

Mr. Colin Studevan  
Senior Buyer  
Delphi Corporation  
Energy and Chassis Systems Division  
2000 Forrer Boulevard 45420  
PO Box 1042  
Dayton, OH 45401-1042

**Henkel Electronics**

Henkel Corporation  
15350 Barranca Parkway  
Irvine, CA  
92618

Phone 514 685 7280  
Fax 514 685 8238  
robert.eccles@ca.henkel.com  
www.loctite.com

**Robert Eccles, P.Eng**  
North American Sales Manager  
Automotive Electronics

**PRICING AGREEMENT**

Dear Colin:

I would like to take this opportunity to thank Delphi for your business. Delphi Corporation is a very important customer to Henkel Electronics and we welcome the opportunity to continue supplying you with Henkel Electronics epoxy potting compounds for your ignition coils.

Below I would like to confirm the specific items so that the necessary contracts and scheduling agreements may be generated by Delphi for continuing business.

Following are the specifics for the contract generation:

1. The current contracts in place with Delphi Corporation for ignition coil potting material will be declared completed as of June 30, 2005.
2. New scheduling agreements will need to be issued by Delphi Purchasing, effective and retroactive to July 1, 2005, for continuing business.
3. All new prices are effective July 1, 2005 and are in U.S. (\$) dollars per pound.
4. All prices are FCA Olean, New York, freight collect.
5. The prices for all items listed are based on a three-year sole source contract.
6. The first year of the three-year period will begin on July 1, 2005 and end June 30, 2008.
7. The reference prices are as follows:

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Delphi Corporation -- Colin Studevan  
June 17, 2005

<u>Delphi "M" Spec. #</u>	<u>Using Location</u>	<u>Full Material Designation</u>	<u>Package Size</u>	<u>Current Price Per Pound</u>	<u>JULY 1 2005 Price Per Pound</u>
M4704	Portugal	EA0505-C20A1	Drums	1.34	1.50
M4705	Portugal	EB0505-C20	Drums	1.34	1.50
M4704055	Torreón	EA0505-C20A4	Drums	1.44	1.61
M4705055	Torreón	EB0505-C20A4	Drums	1.44	1.61
M4704020	Anderson	EA0505-C28A1	Drum Totes	1.34	1.50
M4705020	Anderson	EB0505-C28A1	Drum Totes	1.34	1.50
M4704001	Torreón	EA0505-B50	Gallons	1.67	1.87
M4705001	Torreón	EB0505-B50	Gallons	1.67	1.87
M4706	Portugal	UA0115-C20	Drums	1.84	2.06
M4707	Portugal	UB0115-C20	Drums	1.59	1.78
M4711	Portugal	EA0506-C20A2	Drums	2.05	2.30
M4712	Portugal	EB0506-C20A1	Drums	2.05	2.30
M4711055	Torreón	EA0506-C20A3	Drums	2.05	2.30
M4712055	Torreón	EB0506-C20A2	Drums	2.05	2.30
IC0010	Korea	EA0506-C20A1	Drums	2.17	2.43
IC0020	Korea	EB0506-B80A1	5 Gallon Pail	2.17	2.43
IS0021	Korea	EA0500-B80	5 Gallon Pail	1.07	1.20
M4705	Portugal	EB0505-B80	5 Gallon Pail	3.54	3.96
IS0041	Korea	EB0500-C20	Drums	2.23	2.50
M4726	Portugal	EA0511-B80	5 Gallon Pail	3.80	4.26
M4727	Portugal	EB0511-B50	Gallons	3.80	4.26
M4727	Portugal	EB0511-B80	5 Gallon Pail	2.02	2.26
M4726	Portugal	EA0511-C20	Drums	2.02	2.26
M4727	Portugal	EB0511-C20	Drums	2.02	2.26
M4704	Portugal	EA0505-B80	5 Gallon Pail	1.67	1.87
M4704	Portugal	EA0505-C20	Drums	0.00	1.87
M4732	Portugal	EA0513-C20	5 Gallon Pail	1.67	1.87
M4732	Portugal	EB0513-B80	5 Gallon Pail	1.67	1.87
M4702002	Anderson	EA0510-D47	Square Totes	1.01	1.01
M4701002	Anderson	EB0510-D47	Square Totes	1.01	1.01
MS76252 (Series 640) Brownsville/MX		EA4412-B80A1	5 Gallon Pail	3.40	3.81
MS76252 (Series 640) Brownsville/MX		EB4412-B80A1	5 Gallon Pail	3.52	3.94
MS76252 (Series 640) Brownsville/MX		EA4412-B80	5 Gallon Pail	3.40	3.81
MS76253 (Series 640) Brownsville/MX		EB4412-B80	5 Gallon Pail	3.52	3.94
25376505	Brownsville/MX	UA5500-B80A2	5 Gallon Pail	2.98	3.34
25357156	Brownsville/MX	UB5500-B80A4	5 Gallon Pail	6.40	7.17
25376505	Brownsville/MX	UA5500-B80A3	5 Gallon Pail	3.19	3.57
25357156	Brownsville/MX	UA5500-C20A3	Drums	2.25	2.52
2537156	Brownsville/MX	UB5500-C20A3	Drums	2.50	2.80
42025	Mexico/Kokomo	UA5524-C20A1	Drums	11.10	12.43
42026	Mexico/Kokomo	UB5524-C20A1	Drums	4.13	4.63

MS-75178-1	Brownsville/MX	UA5536-B80	5 Gallon Pail	4.52	5.06
MS-75178-2	Brownsville/MX	UB5536-B80	5 Gallon Pail	2.31	2.59
46543	Brownsville/MX	UA5538-B80	5 Gallon Pail	6.01	6.73
46526	Brownsville/MX	UB5538-B80	5 Gallon Pail	3.46	3.88

8. Packaging surcharges on other or alternate container packaging/sizes, as may be appropriate or required for local or regional supply, are subject to negotiation when required.
9. Delphi agrees to allow Henkel Electronics the opportunity to participate in any ongoing or future development programs for alternative epoxy potting materials for ignition coils.
10. Henkel Electronics will bill Delphi for problem-solving time not related to confirmed product quality issues.
11. Payment terms for all transactions, with payment via electronic transfer of funds, are net 30 days from bill of lading.
12. Delphi agrees to provide accurate 1-year requirement forecasts on a quarterly basis. Significant forecast changes are to be shared promptly.
13. Henkel Electronics Terms and Conditions apply. A copy of this is included with this letter.
14. Henkel Electronics will reduce the 12 % price increase by 2 %, on all products that were subject to the price increases in this agreement, for each additional \$300 k in new annual purchases for new applications. The incremental business increase will be measured annually (each June 30<sup>th</sup>) and the reduction will be paid in the form of a quarterly rebate off of invoice for any future shipments of the products affected. This will apply to a maximum reduction of the price increase of 8 %. The incremental business increase will be measured on new purchases of Henkel Electronics products **only**.
15. If new scheduling agreements and the 3 year sole source agreement are not in place by August 8th for any shipments made after June 30<sup>th</sup>, pricing will increase by 24% effective and retroactive to July 1<sup>st</sup> for all products listed above on a spot buy basis.

Please feel free to contact me if you have any questions or require any further information. We certainly thank you for your current business and look forward working with Delphi Corporation as we move forward.

Please sign a copy of this agreement and return it to me for my files. Thank you very much.

Sincerely,

Robert Eccles, P.Eng  
Henkel Electronics  
15350 Barranca Parkway  
Irvine, CA  
92618



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Delphi Corporation – Colin Studevan  
June 17, 2005

Enclosure – Terms and Conditions

**Accepted By: DELPHI CORPORATION**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

***ADDENDUM - TERMS AND CONDITIONS***

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2. HENKEL LOCTITE CORPORATION'S acceptance of Buyer's order is conditional on Buyer's assent to the terms of the Acknowledgment.
3. Acceptance of delivery without prior objection to the terms of the Acknowledgment shall constitute such assent.
4. The Acknowledgment price is F.O.B. shipping point. Prices are subject to change without notice at any time prior to shipment.
5. The laws of the State of California shall be deemed applicable to all aspects of the transaction covering the material delivered hereunder.
6. HENKEL LOCTITE CORPORATION warrants that the material described herein and delivered hereunder meets LOCTITE CORPORATION'S standard specifications for the same. The foregoing warranty is exclusive and is in lieu of all other warranties, express or implied, excluding thereby among others the warranty of merchantability and the warranty of fitness for a particular purpose.
7. Buyer assumes all risk and liability for the results obtained by the use of any material delivered hereunder in manufacturing processes of Buyer or in combination with other substances.
8. Buyer will be deemed to have accepted the material delivered hereunder if Buyer fails to notify HENKEL LOCTITE CORPORATION of any defect in such material within 30 days after Buyer's receipt thereof.
9. If Buyer receives material that is considered below standard, Buyer shall:
  - a) report the condition immediately and in writing so that the material can be inspected prior to its use and, when possible, claim must be reported before the material is converted from the form in which it was shipped;
  - b) report the identifying code marks on the outside of the package or on the core labels;
  - c) notify HENKEL LOCTITE CORPORATION to obtain permission before returning a material.
10. The total liability of HENKEL LOCTITE CORPORATION on any claim, including any claim of incidental and/or consequential damages, shall not in any event exceed the price paid to HENKEL LOCTITE CORPORATION for the material of which such claim is made.
11. Title possession and risk of loss pass to Buyer at shipping point unless specifically noted otherwise on the face of the Acknowledge HENKEL LOCTITE CORPORATION represent that, with respect to the production of the articles and/or the performance of the services covered by this invoice, it has fully complied with the applicable requirements of the Fair Labor Standards Act of 1938, as amended, or any Regulations or Orders issued pursuant thereto.